

# EXHIBIT A

ORIGINAL

Dept. # 6 Assigned Berle

DOUGLAS HAN (SBN 232858)  
SHUNT TATAVOS-GHARAJEH (SBN 272164)  
DANIEL J. PARK (SBN 274973)  
ARSINE GRIGORYN (SBN 319517)  
**JUSTICE LAW CORPORATION**  
411 North Central Avenue, Suite 500  
Glendale, California 91203  
Tel: (818) 230-7502  
Fax: (818) 230-7259

Attorneys for Plaintiff

**FILED**  
Superior Court of California  
County of Los Angeles

**JUL 06 2018**

Sherri R. Carter, Executive Officer/Clerk of Court  
By Beth Smith Deputy  
Beth Smith

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

GEORGETA BELDIMAN, individually, and  
on behalf of other members of the general  
public similarly situated;

Plaintiff,

vs.

UNIVERSAL HOSPITAL SERVICES, INC.,  
a Delaware Company; and DOES 1 through  
100, inclusive;

Defendants.

Case No.:

**BC 712876**

**CLASS ACTION COMPLAINT FOR  
DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Business and Professions Code §§ 17200, et seq.

**DEMAND FOR JURY TRIAL**

RECEIPT #: CCH612315013  
DATE PAID: 07/09/18 10:01 AM  
PAYMENT: \$1,435.00  
RECEIVED: \$10

CHECK: \$1,435.00  
CASH: \$0.00  
CHARGE: \$0.00  
CREDIT: \$0.00

BY FAX

CA

9- A6024

07/09/2018

COMES NOW, Plaintiff GEORGETA BELDIMAN ("Plaintiff"), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

**JURISDICTION AND VENUE**

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The "amount in controversy" for the named Plaintiff, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys' fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants have sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Los Angeles. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Los Angeles.

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**PARTIES**

5. Plaintiff GEORGETA BELDIMAN is an individual residing in the State of California.

6. Defendant UNIVERSAL HOSPITAL SERVICES, INC. at all times herein mentioned, was and is, upon information and belief, a Delaware company, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

7. At all relevant times, Defendant UNIVERSAL HOSPITAL SERVICES, INC. was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants UNIVERSAL HOSPITAL SERVICES, INC., and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

10. Defendant UNIVERSAL HOSPITAL SERVICES, INC. and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

1 11. Plaintiff further alleges that Defendants, directly or indirectly controlled or  
2 affected the working conditions, wages, working hours, and conditions of employment of  
3 Plaintiff and the other class members so as to make each of said Defendants employers and  
4 employers liable under the statutory provisions set forth herein.

5 **CLASS ACTION ALLEGATIONS**

6 12. Plaintiff brings this action on her own behalf and on behalf of all other members  
7 of the general public similarly situated, and, thus, seeks class certification under California  
8 Code of Civil Procedure section 382.

9 13. The proposed class is defined as follows:

10 All current and former hourly-paid or non-exempt employees who worked for  
11 any of the Defendants within the State of California at any time during the  
12 period from four years preceding the filing of this Complaint to final judgment.

13 14. Plaintiff reserves the right to establish subclasses as appropriate.

14 15. The class is ascertainable and there is a well-defined community of interest in  
15 the litigation:

16 a. Numerosity: The class members are so numerous that joinder of all class  
17 members is impracticable. The membership of the entire class is  
18 unknown to Plaintiff at this time; however, the class is estimated to be  
19 greater than fifty (50) individuals and the identity of such membership is  
20 readily ascertainable by inspection of Defendants' employment records.

21 b. Typicality: Plaintiff's claims are typical of all other class members' as  
22 demonstrated herein. Plaintiff will fairly and adequately protect the  
23 interests of the other class members with whom she has a well-defined  
24 community of interest.

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1 c. Adequacy: Plaintiff will fairly and adequately protect the interests of  
2 each class member, with whom she has a well-defined community of  
3 interest and typicality of claims, as demonstrated herein. Plaintiff has no  
4 interest that is antagonistic to the other class members. Plaintiff's  
5 attorneys, the proposed class counsel, are versed in the rules governing  
6 class action discovery, certification, and settlement. Plaintiff has  
7 incurred, and during the pendency of this action will continue to incur,  
8 costs and attorneys' fees, that have been, are, and will be necessarily  
9 expended for the prosecution of this action for the substantial benefit of  
10 each class member.

11 d. Superiority: A class action is superior to other available methods for the  
12 fair and efficient adjudication of this litigation because individual joinder  
13 of all class members is impractical.

14 e. Public Policy Considerations: Certification of this lawsuit as a class  
15 action will advance public policy objectives. Employers of this great  
16 state violate employment and labor laws every day. Current employees  
17 are often afraid to assert their rights out of fear of direct or indirect  
18 retaliation. However, class actions provide the class members who are  
19 not named in the complaint anonymity that allows for the vindication of  
20 their rights.

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1           16. There are common questions of law and fact as to the class members that  
2 predominate over questions affecting only individual members. The following common  
3 questions of law or fact, among others, exist as to the members of the class:

- 4           a. Whether Defendants' failure to pay wages, without abatement or  
5 reduction, in accordance with the California Labor Code, was willful;  
6           b. Whether Defendants' had a pattern and practice of failing to pay their  
7 hourly-paid or non-exempt employees within the State of California for  
8 all hours worked, missed (short, late, interrupted, and/or missed  
9 altogether) meal periods and rest breaks in violation of California law;  
10          c. Whether Defendants required Plaintiff and the other class members to  
11 work over eight (8) hours per day and/or over forty (40) hours per week  
12 and failed to pay the legally required overtime compensation to Plaintiff  
13 and the other class members;  
14          d. Whether Defendants properly calculated the regular rate for Plaintiff and  
15 the other class members to worked overtime and earned incentive pay;  
16          e. Whether Defendants deprived Plaintiff and the other class members of  
17 meal and/or rest periods or required Plaintiff and the other class  
18 members to work during meal and/or rest periods without compensation;  
19          f. Whether Defendants failed to pay minimum wages to Plaintiff and the  
20 other class members for all hours worked;  
21          g. Whether Defendants failed to pay all wages due to Plaintiff and the other  
22 class members within the required time upon their discharge or  
23 resignation;  
24          h. Whether Defendants complied with wage reporting as required by the  
25 California Labor Code; including, *inter alia*, section 226;  
26          i. Whether Defendants' conduct was willful or reckless;  
27          j. Whether Defendants engaged in unfair business practices in violation of  
28 California Business & Professions Code section 17200, *et seq.*;

k. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

l. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

**GENERAL ALLEGATIONS**

17. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California.

18. Plaintiff commenced her employment as an hourly-paid, non-exempt employee for Defendants in the State of California on or about January 2017 and ended her employment in November 2017.

19. Defendants hired Plaintiff and the other class members and classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked, missed meal periods and/or rest breaks.

20. Defendants had the authority to hire and terminate Plaintiff and the other class members; to set work rules and conditions governing Plaintiff's and the other class members' employment; and to supervise their daily employment activities.

21. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff and the other class members.

22. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

23. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

24. Plaintiff and the other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

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1           25. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
2 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt  
3 employees within the State of California, involving, *inter alia*, failing to pay them for all  
4 regular and/or overtime wages earned, missed meal periods and rest breaks in violation of  
5 California law.

6           26. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
7 knew or should have known that Plaintiff and the other class members were entitled to receive  
8 certain wages for overtime compensation and that they were not receiving wages for overtime  
9 compensation.

10          27. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
11 failed to provide Plaintiff and the other class members the required rest and meal periods  
12 during the relevant time period as required under the Industrial Welfare Commission Wage  
13 Orders and thus they are entitled to any and all applicable penalties.

14          28. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
15 knew or should have known that Plaintiff and the other class members were entitled to receive  
16 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class  
17 member's regular rate of pay when a meal period was missed, and they did not receive all meal  
18 periods or payment of one additional hour of pay at Plaintiff's and the other class member's  
19 regular rate of pay when a meal period was missed.

20          29. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
21 knew or should have known that Plaintiff and the other class members were entitled to receive  
22 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class  
23 member's regular rate of pay when a rest period was missed, and they did not receive all rest  
24 periods or payment of one additional hour of pay at Plaintiff's and the other class members'  
25 regular rate of pay when a rest period was missed.

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1           30. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
2 knew or should have known that Plaintiff and the other class members were entitled to receive  
3 at least minimum wages for compensation and that they were not receiving at least minimum  
4 wages for all hours worked.

5           31. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
6 knew or should have known that Plaintiff and the other class members were entitled to receive  
7 all wages owed to them upon discharge or resignation, including overtime and minimum wages  
8 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to  
9 them at the time of their discharge or resignation.

10           32. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
11 knew or should have known that Plaintiff and the other class members were entitled to receive  
12 complete and accurate wage statements in accordance with California law, but, in fact, they did  
13 not receive complete and accurate wage statements from Defendants. The deficiencies  
14 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the  
15 other class members.

16           33. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
17 knew or should have known that Plaintiff and the other class members were entitled to  
18 reimbursement for necessary business-related expenses.

19           34. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
20 knew or should have known that they had a duty to compensate Plaintiff and the other class  
21 members pursuant to California law, and that Defendants had the financial ability to pay such  
22 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely  
23 represented to Plaintiff and the other class members that they were properly denied wages, all  
24 in order to increase Defendants' profits.

25           35. During the relevant times set forth herein, Defendants failed to pay overtime  
26 wages to Plaintiff and the other class members for all hours worked. Plaintiff and the other  
27 class members were required to work more than eight (8) hours per day and/or forty (40) hours  
28 per week without overtime compensation.

1 36. During the relevant times set forth herein, Defendants failed to provide the  
2 requisite uninterrupted meal and rest periods to Plaintiff and the other class members.

3 37. During the relevant times set forth herein, Defendants failed to pay Plaintiff and  
4 the other class members at least minimum wages for all hours worked.

5 38. During the relevant times set forth herein, Defendants failed to pay Plaintiff and  
6 the other class members all wages owed to them upon discharge or resignation.

7 39. During the relevant times set forth herein, Defendants failed to provide complete  
8 or accurate wage statements to Plaintiff and the other class members.

9 40. During the relevant times set forth herein, Defendants failed to properly  
10 compensate Plaintiff and the other class members pursuant to California law in order to  
11 increase Defendants' profits.

12 41. California Labor Code section 218 states that nothing in Article 1 of the Labor  
13 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty  
14 due to him [or her] under this article."

15 **FIRST CAUSE OF ACTION**

16 **(Violation of California Labor Code §§ 510 and 1198)**

17 **(Against UNIVERSAL HOSPITAL SERVICES, INC. and DOES 1 through 100)**

18 42. Plaintiff incorporates by reference the allegations contained in Paragraphs 1  
19 through 41, and each and every part thereof with the same force and effect as though fully set  
20 forth herein.

21 43. California Labor Code section 1198 and the applicable Industrial Welfare  
22 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without  
23 compensating them at a rate of pay either time-and-one-half or two-times that person's regular  
24 rate of pay, depending on the number of hours worked by the person on a daily or weekly  
25 basis.

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1           44. Specifically, the applicable IWC Wage Order provides that Defendants are and  
2 were required to pay Plaintiff and the other class members employed by Defendants, and  
3 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the  
4 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more  
5 than forty (40) hours in a workweek.

6           45. The applicable IWC Wage Order further provides that Defendants are and were  
7 required to pay Plaintiff and the other class members overtime compensation at a rate of two  
8 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

9           46. California Labor Code section 510 codifies the right to overtime compensation  
10 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours  
11 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day  
12 of work, and to overtime compensation at twice the regular hourly rate for hours worked in  
13 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day  
14 of work.

15           47. During the relevant time period, Plaintiff and the other class members worked in  
16 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

17           48. During the relevant time period, Defendants intentionally and willfully failed to  
18 pay overtime wages owed to Plaintiff and the other class members.

19           49. Defendants' failure to pay Plaintiff and the other class members the unpaid  
20 balance of overtime compensation, as required by California laws, violates the provisions of  
21 California Labor Code sections 510 and 1198, and is therefore unlawful.

22           50. Pursuant to California Labor Code section 1194, Plaintiff and the other class  
23 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and  
24 attorneys' fees.

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**SECOND CAUSE OF ACTION**

**(Violation of California Labor Code §§ 226.7 and 512(a))**

**(Against UNIVERSAL HOSPITAL SERVICES, INC. and DOES 1 through 100)**

51. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 50, and each and every part thereof with the same force and effect as though fully set forth herein.

52. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

53. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

54. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

55. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

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1           56. During the relevant time period, Plaintiff and the other class members who were  
2 scheduled to work for a period of time no longer than six (6) hours, and who did not waive  
3 their legally-mandated meal periods by mutual consent, were required to work for periods  
4 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)  
5 minutes and/or rest period.

6           57. During the relevant time period, Plaintiff and the other class members who were  
7 scheduled to work for a period of time in excess of six (6) hours were required to work for  
8 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty  
9 (30) minutes and/or rest period.

10          58. During the relevant time period, Defendants intentionally and willfully required  
11 Plaintiff and the other class members to work during meal periods and failed to compensate  
12 Plaintiff and the other class members the full meal period premium for work performed during  
13 meal periods.

14          59. During the relevant time period, Defendants failed to pay Plaintiff and the other  
15 class members the full meal period premium due pursuant to California Labor Code section  
16 226.7.

17          60. Defendants' conduct violates applicable IWC Wage Order and California Labor  
18 Code sections 226.7 and 512(a).

19          61. Pursuant to applicable IWC Wage Order and California Labor Code section  
20 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one  
21 additional hour of pay at the employee's regular rate of compensation for each work day that  
22 the meal or rest period is not provided.

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**THIRD CAUSE OF ACTION**

**(Violation of California Labor Code § 226.7)**

**(Against UNIVERSAL HOSPITAL SERVICES, INC. and DOES 1 through 100)**

62. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 61, and each and every part thereof with the same force and effect as though fully set forth herein.

63. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

64. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

65. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

66. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

67. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

68. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

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1 69. Defendants' conduct violates applicable IWC Wage Orders and California  
2 Labor Code section 226.7.

3 Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b),  
4 Plaintiff and the other class members are entitled to recover from Defendants one additional  
5 hour of pay at the employees' regular hourly rate of compensation for each work day that the  
6 rest period was not provided.

7 **FOURTH CAUSE OF ACTION**

8 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

9 **(Against UNIVERSAL HOSPITAL SERVICES, INC. and DOES 1 through 100)**

10 70. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
11 through 70, and each and every part thereof with the same force and effect as though fully set  
12 forth herein.

13 71. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1  
14 provide that the minimum wage to be paid to employees, and the payment of a lesser wage  
15 than the minimum so fixed is unlawful.

16 72. During the relevant time period, Defendants failed to pay minimum wage to  
17 Plaintiff and the other class members as required, pursuant to California Labor Code sections  
18 1194, 1197, and 1197.1.

19 73. Defendants' failure to pay Plaintiff and the other class members the minimum  
20 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to  
21 those sections Plaintiff and the other class members are entitled to recover the unpaid balance  
22 of their minimum wage compensation as well as interest, costs, and attorney's fees, and  
23 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

24 74. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class  
25 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each  
26 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee  
27 minimum wages.

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1 75. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class  
2 members are entitled to recover liquidated damages in an amount equal to the wages  
3 unlawfully unpaid and interest thereon.

4 **FIFTH CAUSE OF ACTION**

5 **(Violation of California Labor Code §§ 201 and 202)**

6 **(Against UNIVERSAL HOSPITAL SERVICES, INC. and DOES 1 through 100)**

7 76. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
8 through 76, and each and every part thereof with the same force and effect as though fully set  
9 forth herein.

10 77. At all relevant times herein set forth, California Labor Code sections 201 and  
11 202 provide that if an employer discharges an employee, the wages earned and unpaid at the  
12 time of discharge are due and payable immediately, and if an employee quits his or her  
13 employment, his or her wages shall become due and payable not later than seventy-two (72)  
14 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her  
15 intention to quit, in which case the employee is entitled to his or her wages at the time of  
16 quitting.

17 78. During the relevant time period, Defendants intentionally and willfully failed to  
18 pay Plaintiff and the other class members who are no longer employed by Defendants their  
19 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

20 79. Defendants' failure to pay Plaintiff and the other class members who are no  
21 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)  
22 hours of their leaving Defendants' employ, is in violation of California Labor Code sections  
23 201 and 202.

24 80. California Labor Code section 203 provides that if an employer willfully fails to  
25 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee  
26 shall continue as a penalty from the due date thereof at the same rate until paid or until an  
27 action is commenced; but the wages shall not continue for more than thirty (30) days.

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1 81. Plaintiff and the other class members are entitled to recover from Defendants the  
2 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum  
3 pursuant to California Labor Code section 203.

4 **SIXTH CAUSE OF ACTION**

5 **(Violation of California Labor Code § 226(a))**

6 **(Against UNIVERSAL HOSPITAL SERVICES, INC.**

7 **and DOES 1 through 100)**

8 82. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
9 through 82, and each and every part thereof with the same force and effect as though fully set  
10 forth herein.

11 83. At all material times set forth herein, California Labor Code section 226(a)  
12 provides that every employer shall furnish each of his or her employees an accurate itemized  
13 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,  
14 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid  
15 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of  
16 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the  
17 inclusive dates of the period for which the employee is paid, (7) the name of the employee and  
18 his or her social security number, (8) the name and address of the legal entity that is the  
19 employer, and (9) all applicable hourly rates in effect during the pay period and the  
20 corresponding number of hours worked at each hourly rate by the employee. The deductions  
21 made from payments of wages shall be recorded in ink or other indelible form, properly dated,  
22 showing the month, day, and year, and a copy of the statement or a record of the deductions  
23 shall be kept on file by the employer for at least three years at the place of employment or at a  
24 central location within the State of California.

25 84. Defendants have intentionally and willfully failed to provide Plaintiff and the  
26 other class members with complete and accurate wage statements. The deficiencies include,  
27 but are not limited to: the failure to include the total number of hours worked by Plaintiff and  
28 the other class members.

1 85. As a result of Defendants' violation of California Labor Code section 226(a),  
2 Plaintiff and the other class members have suffered injury and damage to their statutorily-  
3 protected rights.

4 86. More specifically, Plaintiff and the other class members have been injured by  
5 Defendants' intentional and willful violation of California Labor Code section 226(a) because  
6 they were denied both their legal right to receive, and their protected interest in receiving,  
7 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

8 87. Plaintiff and the other class members are entitled to recover from Defendants the  
9 greater of their actual damages caused by Defendants' failure to comply with California Labor  
10 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per  
11 employee.

12 88. Plaintiff and the other class members are also entitled to injunctive relief to  
13 ensure compliance with this section, pursuant to California Labor Code section 226(g).

14 **SEVENTH CAUSE OF ACTION**

15 **(Violation of California Business & Professions Code §§ 17200, *et seq.*)**

16 **(Against UNIVERSAL HOSPITAL SERVICES, INC.**

17 **and DOES 1 through 100)**

18 89. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
19 through 89, and each and every part thereof with the same force and effect as though fully set  
20 forth herein.

21 90. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,  
22 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'  
23 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public  
24 interest within the meaning of Code of Civil Procedure section 1021.5.

25 91. Defendants' activities as alleged herein are violations of California law, and  
26 constitute unlawful business acts and practices in violation of California Business &  
27 Professions Code section 17200, *et seq.*

28 ///

1           92. A violation of California Business & Professions Code section 17200, et seq.  
2 may be predicated on the violation of any state or federal law. In this instant case, Defendants'  
3 policies and practices of requiring employees, including Plaintiff and the other class members,  
4 to work overtime without paying them proper compensation violate California Labor Code  
5 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring  
6 employees, including Plaintiff and the other class members, to work through their meal and  
7 rest periods without paying them proper compensation violate California Labor Code sections  
8 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate  
9 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and  
10 practices of failing to timely pay wages to Plaintiff and the other class members violate  
11 California Labor Code sections 201, and 202. Defendants also violated California Labor Code  
12 sections 226(a), 2800 and 2802.

13           93. As a result of the herein described violations of California law, Defendants  
14 unlawfully gained an unfair advantage over other businesses.

15           94. Plaintiff and the other class members have been personally injured by  
16 Defendants' unlawful business acts and practices as alleged herein, including but not  
17 necessarily limited to the loss of money and/or property.

18           95. Pursuant to California Business & Professions Code sections 17200, et seq.,  
19 Plaintiff and the other class members are entitled to restitution of the wages withheld and  
20 retained by Defendants during a period that commences four years prior to the filing of this  
21 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section  
22 1021.5 and other applicable laws; and an award of costs.

23                           **DEMAND FOR JURY TRIAL**

24           Plaintiff, individually, and on behalf of other members of the general public similarly  
25 situated, requests a trial by jury.

26    ///

27    ///

28    ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general  
3 public similarly situated, prays for relief and judgment against Defendants, jointly and  
4 severally, as follows:

5 **Class Certification**

- 6 1. That this action be certified as a class action;  
7 2. That Plaintiff be appointed as the representative of the Class;  
8 3. That counsel for Plaintiff be appointed as Class Counsel; and  
9 4. That Defendants provide to Class Counsel immediately the names and most  
10 current/last known contact information (address, e-mail and telephone numbers) of all class  
11 members.

12 **As to the First Cause of Action**

13 5. That the Court declare, adjudge and decree that Defendants violated California  
14 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay  
15 all overtime wages due to Plaintiff and the other class members;

16 6. For general unpaid wages at overtime wage rates and such general and special  
17 damages as may be appropriate;

18 7. For pre-judgment interest on any unpaid overtime compensation commencing  
19 from the date such amounts were due;

20 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
21 California Labor Code section 1194; and

22 9. For such other and further relief as the Court may deem just and proper.

23 **As to the Second Cause of Action**

24 10. That the Court declare, adjudge and decree that Defendants violated California  
25 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to  
26 provide all meal periods (including second meal periods) to Plaintiff and the other class  
27 members;

28 ///

1 11. That the Court make an award to Plaintiff and the other class members of one  
2 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal  
3 period was not provided;

4 12. For all actual, consequential, and incidental losses and damages, according to  
5 proof;

6 13. For premium wages pursuant to California Labor Code section 226.7(b);

7 14. For pre-judgment interest on any unpaid wages from the date such amounts  
8 were due;

9 15. For reasonable attorneys' fees and costs of suit incurred herein; and

10 16. For such other and further relief as the Court may deem just and proper.

11 **As to the Third Cause of Action**

12 17. That the Court declare, adjudge and decree that Defendants violated California  
13 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all  
14 rest periods to Plaintiff and the other class members;

15 18. That the Court make an award to Plaintiff and the other class members of one  
16 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest  
17 period was not provided;

18 19. For all actual, consequential, and incidental losses and damages, according to  
19 proof;

20 20. For premium wages pursuant to California Labor Code section 226.7(b);

21 21. For pre-judgment interest on any unpaid wages from the date such amounts  
22 were due; and

23 22. For such other and further relief as the Court may deem just and proper.

24 **As to the Fourth Cause of Action**

25 23. That the Court declare, adjudge and decree that Defendants violated California  
26 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to  
27 Plaintiff and the other class members;

28 ///

1           24.   For general unpaid wages and such general and special damages as may be  
2 appropriate;

3           25.   For statutory wage penalties pursuant to California Labor Code section 1197.1  
4 for Plaintiff and the other class members in the amount as may be established according to  
5 proof at trial;

6           26.   For pre-judgment interest on any unpaid compensation from the date such  
7 amounts were due;

8           27.   For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
9 California Labor Code section 1194(a);

10          28.   For liquidated damages pursuant to California Labor Code section 1194.2; and

11          29.   For such other and further relief as the Court may deem just and proper.

12                           **As to the Fifth Cause of Action**

13          30.   That the Court declare, adjudge and decree that Defendants violated California  
14 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the  
15 time of termination of the employment of Plaintiff and the other class members no longer  
16 employed by Defendants;

17          31.   For all actual, consequential, and incidental losses and damages, according to  
18 proof;

19          32.   For statutory wage penalties pursuant to California Labor Code section 203 for  
20 Plaintiff and the other class members who have left Defendants' employ;

21          33.   For pre-judgment interest on any unpaid compensation from the date such  
22 amounts were due; and

23          34.   For such other and further relief as the Court may deem just and proper.

24                           **As to the Sixth Cause of Action**

25          35.   That the Court declare, adjudge and decree that Defendants violated the record  
26 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders  
27 as to Plaintiff and the other class members, and willfully failed to provide accurate itemized  
28 wage statements thereto;

1 36. For actual, consequential and incidental losses and damages, according to proof;

2 37. For statutory penalties pursuant to California Labor Code section 226(e);

3 38. For injunctive relief to ensure compliance with this section, pursuant to  
4 California Labor Code section 226(g); and

5 39. For such other and further relief as the Court may deem just and proper.

6 **As to the Seventh Cause of Action**

7 40. That the Court decree, adjudge and decree that Defendants violated California  
8 Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the  
9 other class members all overtime compensation due to them, failing to provide all meal and  
10 rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to  
11 Plaintiff and the other class members, failing to pay Plaintiff's and the other class members'  
12 wages timely as required by California Labor Code section 201, and 202.

13 41. For restitution of unpaid wages to Plaintiff and all the other class members and  
14 all pre-judgment interest from the day such amounts were due and payable;

15 42. For the appointment of a receiver to receive, manage and distribute any and all  
16 funds disgorged from Defendants and determined to have been wrongfully acquired by  
17 Defendants as a result of violation of California Business and Professions Code sections  
18 17200, *et seq.*;

19 43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
20 California Code of Civil Procedure section 1021.5;

21 44. For injunctive relief to ensure compliance with this section, pursuant to  
22 California Business and Professions Code sections 17200, *et seq.*; and

23 45. For such other and further relief as the Court may deem just and proper.

24 Dated: July 6, 2018

**JUSTICE LAW CORPORATION**

25  
26  
27 By: 

Douglas Han  
Attorneys for Plaintiff



ORIGINAL

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Douglas Han (SBN 232858)  
 JUSTICE LAW CORPORATION  
 411 N. Central Avenue, Suite 500  
 Glendale, California 91203

TELEPHONE NO.: 818-230-7502

FAX NO.: 818-230-7259

ATTORNEY FOR (Name): Plaintiff Georgeta Beldiman

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 N. Hill Street

MAILING ADDRESS: 111 N. Hill St

CITY AND ZIP CODE: Los Angeles, California 90012

BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:

Beldiman v. Universal Hospital Services, Inc.

FILED

Superior Court of California  
County of Los Angeles

JUL 06 2018

Sherri R. Carter, Executive Officer/Clerk of Court

By Betty Smith Deputy  
Betty Smith

CASE NUMBER: BC 712876

JUDGE:

DEPT:

## CIVIL CASE COVER SHEET

- ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)

## Complex Case Designation

- ☐ Counter ☐ Joinder  
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

## Auto Tort

- ☐ Auto (22)  
☐ Uninsured motorist (46)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- ☐ Asbestos (04)  
☐ Product liability (24)  
☐ Medical malpractice (45)  
☐ Other PI/PD/WD (23)

## Non-PI/PD/WD (Other) Tort

- ☐ Business tort/unfair business practice (07)  
☐ Civil rights (08)  
☐ Defamation (13)  
☐ Fraud (16)  
☐ Intellectual property (19)  
☐ Professional negligence (25)  
☐ Other non-PI/PD/WD tort (35)

## Employment

- ☐ Wrongful termination (36)  
☒ Other employment (15)

## Contract

- ☐ Breach of contract/warranty (06)  
☐ Rule 3.740 collections (09)  
☐ Other collections (09)  
☐ Insurance coverage (18)  
☐ Other contract (37)

## Real Property

- ☐ Eminent domain/Inverse condemnation (14)  
☐ Wrongful eviction (33)  
☐ Other real property (26)

## Unlawful Detainer

- ☐ Commercial (31)  
☐ Residential (32)  
☐ Drugs (38)

## Judicial Review

- ☐ Asset forfeiture (05)  
☐ Petition re: arbitration award (11)  
☐ Writ of mandate (02)  
☐ Other judicial review (39)

## Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

- ☐ Antitrust/Trade regulation (03)  
☐ Construction defect (10)  
☐ Mass tort (40)  
☐ Securities litigation (28)  
☐ Environmental/Toxic tort (30)  
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

## Enforcement of Judgment

- ☐ Enforcement of judgment (20)

## Miscellaneous Civil Complaint

- ☐ RICO (27)  
☐ Other complaint (not specified above) (42)

## Miscellaneous Civil Petition

- ☐ Partnership and corporate governance (21)  
☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses  
 b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
 c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): Seven (7)

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 6, 2018

Douglas Han

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

BY FAX

07/09/2018

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice–Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

## Employment

Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case–Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ–Administrative Mandamus  
Writ–Mandamus on Limited Court Case Matter  
Writ–Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal–Labor  
Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

07/09/2018

**ORIGINAL**SHORT TITLE **Beldiman v. Universal Hospital Services, Inc.**

CASE NUMBER

**BC 7 1 28 7 6**

**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

**Step 1:** After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

**Step 2:** In Column B, check the box for the type of action that best describes the nature of the case.

**Step 3:** In Column C, circle the number which explains the reason for the court filing location you have chosen.

**Applicable Reasons for Choosing Court Filing Location (Column C)**

- |  |  |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides.  |
| 2. Permissive filing in central district.  | 8. Location wherein defendant/respondent functions wholly.   |
| 3. Location where cause of action arose.   | 9. Location where one or more of the parties reside.   |
| 4. Mandatory personal injury filing in North District.                           | 10. Location of Labor Commissioner Office.   |
| 5. Location where performance required or defendant resides.                     | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle.                          |  |

Auto  
TortOther Personal Injury/Property  
Damage/ Wrongful Death Tort

<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	1, 11
	<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11
	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4, 11
	<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11
Medical Malpractice (45)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11
	<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 4, 11
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11
		1, 4, 11

07/09/2018

SHORT TITLE: Beldiman v. Universal Hospital Services, Inc.

CASE NUMBER

Non-Personal Injury/Property  
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	① 2, 3 10
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2, 6
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11



SHORT TITLE: Beldiman v. Universal Hospital Services, Inc.

CASE NUMBER

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
Provisionally Complex Litigation	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

SHORT TITLE: Beldiman v. Universal Hospital Services, Inc.

CASE NUMBER

**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

<b>REASON:</b> <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			<b>ADDRESS:</b>		
<b>CITY:</b>		<b>STATE:</b>	<b>ZIP CODE:</b>		

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: July 6, 2018

(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.